IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.2738 OF 2004

R.Desai Paper Marketing Pvt.Ltd. Plaintiff

versus

Seema Bellad Defendant

Mrs.H.H.Chonde for plaintiff.

None for defendant.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 8th June 2005

PC :

1. Heard Mrs.Chande for plaintiff. The plaintiff claims a decree in the sum of Rs.73,063=06 Ps. against defendant being the price of goods sold and supplied from time to time. Particulars of invoices are set out at paragraph no.2. The invoices coupled with the delivery challans constitute a written contract. The terms and conditions stipulated therein also include liability of interest @ 27% p.a. on overdue payment. The plaintiff has pointed out that part payments have been made which have been duly appropriated. The suit notice dated 7th

July 2003 has been replied on 14th July 2003 by the defendant wherein the entire claim is admitted and time is sought to make payment. It is stated by the defendant that the business is slack and on account of financial crisis he is unable to make payment. All these averments are the basis of the present summary suit. I am satisfied that the provisions of Rule XXXVII of CPC are complied with. No relief which is not falling within its ambit has been claimed.

2. Writ of summons was duly served on the defendant and the defendant has acknowledged receipt of the plaint and annexures thereto. However, no appearance has been entered nor has any application been made to permit entering such appearance. The suit has been filed as early as on 11th August 2004. In the light of this, there shall be a decree as prayed. Original documents and the affidavit of service taken on record and marked as "Exhibit-X" and "Exhibit-X1". However, interest from the date of suit till payment and realisation would be @ 12% p.a.. The office to draw the decree. Drawing up of decree expedited. Refund and computation of Advocates' Costs as per rules.

(S.C.DHARMADHIKARI, J.)